

Interstate Commerce Commission
Washington, D. C.

RECORDATION NO. *8363-B* Filed & Recorded

JAN 14 1977 - 3 01 PM

Gentlemen:

~~INTERSTATE COMMERCE COMMISSION~~

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and two counterparts of a First Amendment to Conditional Sale Agreement dated as of December 1, 1976.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Assignee of First National Bank of Minneapolis
Manufacturer- 120 South Sixth Street
Vendor: Minneapolis, Minnesota 55480

Vendee: First National Bank and Trust Company
 of Evanston, as Trustee under
 Burlington Northern Trust No. 76-6
 800 Davis Street
 Evanston, Illinois 60204

Lessee: Burlington Northern Inc.
 176 East Fifth Street
 St. Paul, Minnesota 55101

The undersigned is the Lessee mentioned in the enclosed document and has knowledge of the matters set forth therein.

The original Conditional Sale Agreement dated as of May 1, 1976 was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 14, 1976 at 10:10 A.M. and assigned Recordation No. 8363.

Please return the original First Amendment to Conditional Sale Agreement to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

BURLINGTON NORTHERN INC.

By *J. Seader*
Its Attorney

Enclosures

(Burlington Northern Trust No. 76-6)

Interstate Commerce Commission

Washington, D.C. 20423

1/27/77

OFFICE OF THE SECRETARY

Robert C. Nash
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 1/10/77 at 3:05pm ,
and assigned recordation number(s) 8363-B

Sincerely yours,



Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

Dated as of December 1, 1976

RECORDATION NO. 8363-B Filed & Recorded

among

JAN 10 1977 3 05 PM

INTERSTATE COMMERCE COMMISSION

FIRST NATIONAL BANK OF MINNEAPOLIS,

as Assignee of PORTEC, INC. (Paragon Division)

as Vendor

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON,

as Trustee under Burlington Northern 76-6

as Vendee

and

BURLINGTON NORTHERN INC.,

as Lessee

(Burlington Northern Trust No. 76-6)

FILED
JAN 11 1977
FEE \$2.00

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of December 1, 1976 between FIRST NATIONAL BANK OF MINNEAPOLIS, as assignee (the "Assignee") under the Agreement and Assignment dated as of May 1, 1976 of the right, title and interest of PORTEC, INC. (Paragon Division), a Delaware corporation (the "Manufacturer") under the Conditional Sale Agreement and Equipment hereinafter referred to, FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, as Trustee under a Trust Agreement dated as of May 1, 1976 (the "Vendee") and BURLINGTON NORTHERN INC., a Delaware corporation (the "Lessee")

W I T N E S S E T H:

WHEREAS, the Manufacturer, the Trustee and the Lessee have heretofore executed and delivered that certain Conditional Sale Agreement dated as of May 1, 1976 (the "Conditional Sale Agreement") providing for the sale thereunder by the Manufacturer to the Vendee of certain enclosed tri-level auto racks more fully described in Schedule A attached to the Conditional Sale Agreement (the "Equipment"); and

WHEREAS, the said Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on June 14, 1976 and has been assigned recordation No. 8363; and

WHEREAS, the Assignee, as assignee of the right, title and interest of the Manufacturer in and to the Conditional Sale Agreement, the Trustee and the Lessee desire to amend the the Conditional Sale Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Assignee, the Trustee and the Lessee hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. Schedule A to Conditional Sale Agreement attached to this First Amendment shall be substituted for Schedule A to Conditional Sale Agreement attached to the Conditional Sale Agreement as originally executed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Conditional Sale Agreement dated as of May 1, 1976" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

The First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested all as of the date first above written.


FIRST NATIONAL BANK OF MINNEAPOLIS,
Assignee under an Agreement and
Assignment dated as of May 1, 1976

By


Its

(Corporate Seal)

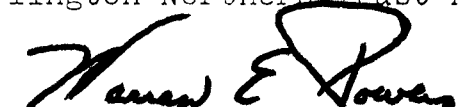
Attest:


Assistant Secretary

Trust Officer


FIRST NATIONAL BANK AND TRUST COMPANY
OF EVANSTON, as Trustee under
Burlington Northern Trust No. 76-6

By


Its Vice President

(Corporate Seal)

Attest:


Assistant Secretary

BURLINGTON NORTHERN INC.

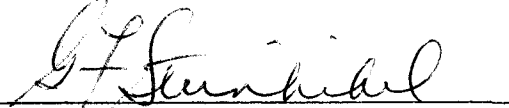
By


Its ~~Vice President~~ Executive

Vice President-Finance and Administration

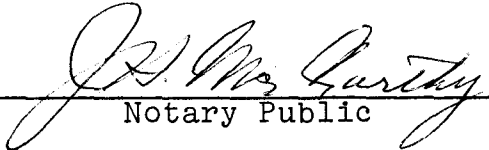
(Corporate Seal)

Attest:


Assistant Secretary

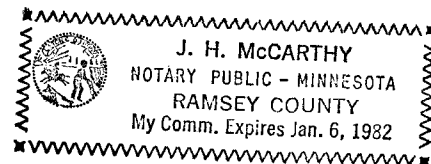
STATE OF MINNESOTA)
) SS
CITY OF RAMSEY)

On this 6th day of January, 1976, before me personally appeared Frank H. Coyne, to me personally known, who, being by me duly sworn, says that he is a Vice President of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(Seal)

My Commission Expires:



SCHEDULE A
(to Conditional Sale Agreement)

MANUFACTURER:	Portec, Inc. (Paragon Division)
PLANT OF MANUFACTURER:	Novi, Michigan
DESCRIPTION OF ITEMS OF EQUIPMENT:	38 Enclosed Tri-level Auto Racks bearing rack numbers BN 4101 to BN 4138, both inclusive
SPECIFICATIONS:	As set forth in Burlington Northern Inc. Purchase Orders OB-24358-5 and OB-24955-5
BASE PRICE:	\$21,900 per Item (\$876,000 for 38 Items)
MAXIMUM PRICE:	\$25,000 per Item (\$1,000,000 for 38 Items)
DELIVERY TO:	Burlington Northern Inc.
PLACE OF DELIVERY:	Novi, Michigan
ESTIMATED DELIVERY DATES:	May, 1976 - September, 1976
OUTSIDE DELIVERY DATE:	September 30, 1976
Lessee:	Burlington Northern Inc.
Assignee of Manufacturer:	First National Bank of Minneapolis

(Burlington Northern Trust No. 76-6)